

## **Crown Pastoral Land Tenure Review**

**Lease name: CAMBRIAN HILLS**

**Lease number: PO 069**

### **Preliminary Proposal - Part 2**

A Preliminary Proposal is advertised for public submissions as per Section 43 of the Crown Pastoral Land Act 1998.

The report attached is released under the Official Information Act 1982.

**January**

**09**

**Appendix 5: Form of Covenant to be created over the area shown coloured in yellow wash and labelled "CC1" on the Plan**

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**DATED** \_\_\_\_\_

**Between**

**COMMISSIONER OF CROWN LANDS**  
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

**and**

**MINISTER OF CONSERVATION**  
("the Minister")

**COVENANT UNDER RESERVES ACT 1977**  
**FOR CROWN PASTORAL LAND ACT 1998 PURPOSES**



Department of Conservation  
*Te Papa Atawhai*

THIS DEED of COVENANT is made the                      day of

BETWEEN    COMMISSIONER OF CROWN LANDS acting pursuant to section 80  
of the Crown Pastoral Land Act 1998

AND    MINISTER OF CONSERVATION

**BACKGROUND**

- A.      The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B.      The Land contains certain Values specified in Schedule 1.
- C.      The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D.      An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E.      The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

**OPERATIVE PARTS**

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

**1.      INTERPRETATION**

1.1      In this Covenant unless the context otherwise requires:

- “Act”    means the Reserves Act 1977.
- “Covenant”    means this Deed of Covenant made under section 77 of the Act.
- “Director-General”    means the Director-General of Conservation.
- “Fence”    includes a gate.
- “Fire Authority”    means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- “Land”    means the land described in Schedule 1.
- “Minerals”    means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- “Minister”    means the Minister of Conservation.
- “Natural Water”    includes water contained in streams the banks of which have, from time to time, been realigned.
- “Owner”    means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.

- “Party” or “Parties”** means either the Minister or the Owner or both.
- “Values”** means any or all of the Land’s natural environment, landscape amenity, wildlife, freshwater life, marine life habitat or historic values as specified in Schedule 1.
- “Working Day”** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;
- 1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2. OBJECTIVE OF THE COVENANT**

- 2.1 The Land must be managed so as to preserve the Values.

**3. THE OWNER’S OBLIGATIONS**

3.1 Unless agreed in writing by the parties, the Owner must not carry out on or in relation to the Land:

- 3.1.1 grazing of the Land by livestock;
- 3.1.2 subject to clauses 3.2.1 and 3.2.3, felling, removal or damage of any tree, shrub or other plant;
- 3.1.3 the planting of any species of tree, shrub or other plant;
- 3.1.4 the erection of any Fence, building, structure or other improvement for any purpose;
- 3.1.5 any burning, chemical spraying, top dressing or sowing of seed;
- 3.1.6 any cultivation, earth works or other soil disturbances;
- 3.1.7 any archaeological or other scientific research involving disturbance of the soil;
- 3.1.8 the damming, diverting or taking of Natural Water;

- 3.1.9 any action which will cause deterioration in the natural flow, supply, quantity, or quality of water of any stream, river, lake, pond, marsh, or any other water resource affecting the Land;
- 3.1.10 any other activity which might have an adverse effect on the Values.
- 3.1.11 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land;
- 3.1.12 the erection of utility transmission lines across the Land.
- 3.2 The Owner must:
  - 3.2.1 eradicate or control all weeds and pests on the Land to the extent required by any statute; and in particular comply with the provisions of, and any notices given under, the Biosecurity Act 1993;
  - 3.2.2 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;
  - 3.2.3 keep the Land free from exotic tree species;
  - 3.2.4 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;
  - 3.2.5 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land, or to carry out protection or maintenance work on the Land, or to ascertain whether the provisions of this Covenant are being observed;
  - 3.2.6 keep all Fences on the boundary of the Land in good order and condition and, notwithstanding clause 3.1.4, rebuild or replace all such Fences when reasonably required except as provided in clause 4.2.

#### **4. THE MINISTER'S OBLIGATIONS**

- 4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.
- 4.2 The Minister must repair and replace to its former condition any Fence or other improvement on the Land or on its boundary which may have been damaged in the course of the Minister or any person referred to in clause 3.2.5 exercising any of the rights conferred by this Covenant.

#### **5. IMPLEMENTATION OF OBJECTIVES**

- 5.1 The Minister may;
  - 5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;
  - 5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

#### **6. DURATION OF COVENANT**

- 6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

**7. OBLIGATIONS ON SALE OF LAND**

- 7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.
- 7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**8. MISCELLANEOUS MATTERS**

**8.1 Rights**

- 8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

**8.2 Trespass Act:**

- 8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;
- 8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**8.3 Reserves Act**

- 8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**8.4 Titles**

- 8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

**8.5 Acceptance of Covenant**

- 8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

**8.6 Fire**

- 8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;
- 8.6.2 If the Minister is not the appropriate Fire Authority for the Land, the Minister will render assistance to the Fire Authority in suppressing the fire if:
- 8.6.2.1 requested to do so; or
- 8.6.2.2 if there is in place between the Minister and the Fire Authority a formalised fire agreement under section 14 of the Forest and Rural Fires Act 1977.



**9. NOTICES**

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**10. DEFAULT**

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and

10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

10.2.1 advise the defaulting party of the default.

10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and

10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**11. DISPUTE RESOLUTION PROCESSES**

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

**11.2 Mediation**

11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;

11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

**11.3 Failure of Mediation**

11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;

11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;

11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

**12. JOINT OBLIGATIONS**

12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

**13. SPECIAL CONDITIONS**

13.1 Special conditions relating to this Covenant are set out in Schedule 2.

13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ acting under a )  
delegation from the Commissioner of Crown Lands )  
deemed pursuant to section 80(5) of the Crown Pastoral )  
Land Act 1998 to be the Owner of the Land for the )  
purposes of section 77 of the Reserves Act 1977 )  
in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

Signed by \_\_\_\_\_ exercising his/her )  
powers under section 117 of the Reserves Act 1977 )  
as designated Commissioner and acting for and on )  
behalf of the Minister of Conservation )  
in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

SCHEDULE 1

1. Description of Land

Approx. 4 hectares encompassing a strip of mine tailings on both banks of Sailors Creek and an extensively mined terrace on the true left of Sailors Creek.

2. Address for Service<sup>1</sup>

The address for service (including facsimile number) of the Minister is:

C/- PO Box 5244                      fax (03) 477 8626  
DUNEDIN

The address for service (including facsimile number) of the Owner is:

The address and fax number of the registered office of the Owner

3. Values of Land to be Protected

Natural Values

The natural values within the area comprise the low growing indigenous flora on outwash gravels and/or mining tailings. The largely native vegetation communities that colonise such sites are now very rare in the Dunstan Ecological District .

The following rare or threatened plant species were recorded in the area during the 2004 tenure review inspection (threat rankings are derived from Hitchmough R. (2002). New Zealand Threat Classification System lists. Threatened species occasional publication No. 23. Department of Conservation, Wellington).

- *Acaena buchananii* and Coral broom *Carmichaelia crassicaule* - "gradual decline"
- *Kirkianella novae-zelandiae* and *Pimelea pseudolyallii* - "sparse".

Historic Values

The gold-mining site represents a surviving portion of 19<sup>th</sup> Century gold-mining on the Vinegar Flat/Shepherds Flat area, which can be directly related to historic records on who mined in this location. Mining features present include tailings, line riveted iron pipes typical of those used for gold-mining operations and two prospector's pits Many of the surrounding areas of past gold-mining have been destroyed through farming activities. The site represents a good example of the type of sluicing activity which occurred along the boundary and just inside the Cambrian Hills property.

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<sup>1</sup> State street address not Post Office Box number.

**SCHEDULE 2**

**Special Conditions**

- 1 Clause 3.1.1 is deleted and replaced with the following:
  - 3.1.1 grazing of the Land by Livestock other than sheep.
- 2 Clause 3.1.5 is deleted and replace with the following:
  - 3.1.5 any burning, chemical spraying or sowing of seed. Maintenance fertiliser may be applied to the area;

GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

CONSERVATION COVENANT UNDER  
SECTION 77 OF THE  
RESERVES ACT 1977 FOR  
CROWN PASTORAL LAND ACT 1998 PURPOSES

Solicitor for the Minister

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

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Solicitor  
Department of Conservation  
DUNEDIN

**Appendix 6: Form of Covenant to be created over the area shown coloured in yellow wash and labelled "CC2" on the Plan**

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DATED \_\_\_\_\_

Between

**COMMISSIONER OF CROWN LANDS**  
Pursuant to Section 80 of the Crown Pastoral Land Act 1998

and

**MINISTER OF CONSERVATION**  
("the Minister")

**COVENANT UNDER RESERVES ACT 1977**  
**FOR CROWN PASTORAL LAND ACT 1998 PURPOSES**



Department of Conservation  
*Te Papa Atawhai*

RELEASED UNDER THE OFFICIAL INFORMATION ACT

Approved by Register-General of Land under No. 1995/5003  
Annexure Schedule

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated

Page

of

Pages

THIS DEED of COVENANT is made the                      day of

**BETWEEN**                                      **COMMISSIONER OF CROWN LANDS** acting pursuant to section 80  
of the Crown Pastoral Land Act 1998

**AND**    **MINISTER OF CONSERVATION**

**BACKGROUND**

- A. The Commissioner of Crown Lands is deemed for the purposes of section 77 of the Reserves Act 1977 to be the owner of the Land under section 80(5) of the Crown Pastoral Land Act 1998.
- B. The Land contains certain Values specified in Schedule 1.
- C. The parties agree that the Land should be managed so as to preserve the particular Values specified in Schedule 1, and that such purpose can be achieved without the Minister acquiring a fee simple or leasehold interest in the Land.
- D. An approved plan designating the Land as land over which a Covenant under section 77 of the Reserves Act 1977 is to be created has been registered under section 64 of the Crown Pastoral Land Act 1998.
- E. The Commissioner of Crown Lands has agreed to grant the Minister a Covenant over the Land to preserve the particular Values specified in Schedule 1.

**OPERATIVE PARTS**

In accordance with section 77 of the Reserves Act 1977, and with the intent that the Covenant run with the Land and bind all subsequent Owners of the Land, the Commissioner of Crown Lands and Minister agree as follows:

**1. INTERPRETATION**

1.1 In this Covenant unless the context otherwise requires:

- "Act"                                      means the Reserves Act 1977.
- "Covenant"                                means this Deed of Covenant made under section 77 of the Act.
- "Director-General"                      means the Director-General of Conservation.
- "Fence"                                    includes a gate.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.



RELEASED UNDER THE OFFICIAL INFORMATION ACT

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated

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- "Fire Authority"** means a Fire Authority as defined in the Forest and Rural Fires Act 1977.
- "Land"** means the land described in Schedule 1.
- "Minerals"** means any mineral that is not a Crown owned mineral under section 2 of the Crown Minerals Act 1991.
- "Minister"** means the Minister of Conservation.
- "Natural Water"** includes water contained in streams the banks of which have, from time to time, been realigned.
- "Owner"** means the person or persons who from time to time is or are registered as the proprietor(s) of the Land.
- "Party" or "Parties"** means either the Minister or the Owner or both.
- "Values"** means any or all of the Land's cultural or amenity values as specified in Schedule 1.
- "Working Day"** means the period between any one midnight and the next excluding Saturdays, Sundays, and statutory holidays in the place where the Land is located.

1.2 For avoidance of doubt:

- 1.2.1 the reference to any statute in this Covenant extends to and includes any amendment to or substitution of that statute;
- 1.2.2 clause and other headings are for ease of reference only and are not to be treated as forming any part of the context or to affect the interpretation of this Covenant;
- 1.2.3 words importing the singular number include the plural and vice versa;
- 1.2.4 expressions defined in clause 1.1 bear the defined meaning in the whole of this Covenant including the Background. Where the parties disagree over the interpretation of anything contained in this Covenant and in determining the issue, the parties must have regard to the matters contained in the Background;
- 1.2.5 any obligation not to do anything must be treated to include an obligation not to suffer, permit or cause the thing to be done;
- 1.2.6 words importing one gender include the other gender;
- 1.2.7 the agreements contained in this Covenant bind and benefit the parties and their administrators and executors, successors and assigns in perpetuity;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated  Page  of  Pages

1.2.8 where clauses in this Covenant require further agreement between the parties such agreement must not be unreasonably withheld.

**2. OBJECTIVE OF THE COVENANT**

2.1 The Land must be managed so as to preserve the Values.

**3. THE OWNER'S OBLIGATIONS**

3.1 Unless agreed in writing by the parties, the Owner must not carry out or allow on or in relation to the Land:

3.1.1 any earth works or other soil disturbances;

3.1.2 any archaeological or other scientific research involving disturbance of the soil or buildings;

3.1.3 deliberately damage or demolish or permit the deliberate damage or demolition of any building or associated structure or undertake any action which in the option of the Minister may be detrimental to the Values or their preservation without prior written consent of the Minister.

3.1.4 permit anything to be done, or undertake or permit any activity to be carried out on the Land that in the opinion of the Minister may be detrimental to the Values associated with the cottage and associated ruins within the context of their setting.

3.1.5 effect a subdivision within the meaning of the Resource Management Act 1991 of the Land, irrespective of whether or not such a subdivision fully complies with relevant provisions of that Act.

3.1.6 any prospecting or mining for Minerals, coal or other deposit or moving or removal of rock of any kind on or under the Land or allow other persons access to the Land for these purposes;

3.1.7 the erection of utility transmission lines across the Land.

3.1.8 any other activity which might have an adverse effect on the Values.

3.2 The Owner must:

3.2.1 if it is safe to do so, assist the Fire Authority to extinguish any wildfire upon or threatening the Land;

3.2.2 keep the Land free from rubbish or other unsightly or offensive material arising from the Owner's use of the Land;

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Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
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Dated

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Pages

3.2.3 subject to consultation between the Owner and the Minister and observance of any reasonable conditions imposed by the Owner, grant to the Minister or authorised agent of the Minister or any employee of the Director-General, a right of access on to the Land, with or without motor vehicles, machinery, and implements of any kind, to examine and record the condition of the Land or to ascertain whether the provisions of this Covenant are being observed;

**4. THE MINISTER'S OBLIGATIONS**

4.1 The Minister must have regard to the objective specified in clause 2.1 when considering any requests for approval under this Covenant.

**5. IMPLEMENTATION OF OBJECTIVES**

5.1 The Minister may;

5.1.1 provide to the Owner technical advice or assistance as may be necessary or desirable to assist in meeting the objectives specified in clause 2.1;

5.1.2 prepare, in consultation with the Owner, a joint plan for the management of the Land to implement the objective specified in clause 2.1.

**6. DURATION OF COVENANT**

6.1 This Covenant binds the Minister and Owner in perpetuity to the rights and obligations contained in it.

**7. OBLIGATIONS ON SALE OF LAND**

7.1 If the Owner sells, leases, or parts with possession of the Land, the Owner must ensure that the Owner obtains the agreement of the purchaser, lessee, or assignee to comply with the terms of this Covenant, including any agreement by the purchaser, lessee, or assignee to ensure that on any subsequent sale, lease, or assignment, any subsequent purchaser, lessee, or assignee must also comply with the terms of this Covenant including this clause.

7.2 If for any reason this Covenant remains unregistered and the Owner fails to obtain the agreement of a purchaser, lessee, or assignee to comply with the terms of this Covenant, the Owner will continue to be liable in damages to the Minister for any breach of the Covenant committed after the Owner has parted with all interest in the Land in respect of which a breach occurs.

**8. MISCELLANEOUS MATTERS**

8.1 **Rights**

8.1.1 The rights granted by this Covenant are expressly declared to be in the nature of a covenant.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated  Page  of  Pages

**8.2 Trespass Act:**

8.2.1 Except as provided in this Covenant, the Covenant does not diminish or affect the rights of the Owner to exercise the Owner's rights under the Trespass Act 1980 or any other statute or generally at law or otherwise;

8.2.2 For avoidance of doubt these rights may be exercised by the Owner if the Owner reasonably considers that any person has breached the rights and/or restrictions of access conferred by this Covenant.

**8.3 Reserves Act**

8.3.1 Subject to the terms and conditions set out in this Covenant, sections 93 to 105 of the Reserves Act 1977, as far as they are applicable and with the necessary modifications, apply to the Land as if the Land were a reserve.

**8.4 Titles**

8.4.1 This Covenant must be signed by the Commissioner of Crown Lands and the Minister and registered against the Certificate of Title to the Land.

**8.5 Acceptance of Covenant**

8.5.1 The parties agree to be bound by the provisions of this Covenant including during the period prior to the Covenant's registration.

**8.6 Fire**

8.6.1 The Owner must notify, as soon as practicable, the appropriate Fire Authority and the Minister in the event of wild fire threatening the Land;

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Approved by Register-General of Land under No. 1995/5003  
**Annexure Schedule**

Insert below  
"Mortgage", "Transfer", "Lease", etc

Dated  Page  of  Pages

**9. NOTICES**

9.1 A notice to be given under this Covenant by one party to the other is to be in writing and made by personal delivery, by pre-paid post, or by facsimile addressed to the receiving party at the address or facsimile number set out in Schedule 1.

9.2 A notice given in accordance with clause 9.1 will be deemed to have been received:

- (a) in the case of personal delivery, on the date of delivery;
- (b) in the case of pre-paid post, on the third Working Day after posting;
- (c) in the case of facsimile, on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

9.3 The Owner must notify the Minister of any change of ownership or control of all or part of the Land and must supply the Minister with the name and address of the new owner or person in control.

**10. DEFAULT**

10.1 Where either the Minister or the Owner breaches any of the terms and conditions contained in this Covenant the other party:

- 10.1.1 may take such action as may be necessary to remedy the breach or prevent any further damage occurring as a result of the breach; and
- 10.1.2 will also be entitled to recover from the party responsible for the breach as a debt due all reasonable costs (including solicitor/client costs) incurred by the other party as a result of remedying the breach or preventing the damage.

10.2 Should either the Minister or the Owner become of the reasonable view that the other party (the defaulting party) has defaulted in performance of or observance of its obligations under this Covenant then that party (notifying party) may, by written notice:

- 10.2.1 advise the defaulting party of the default.
- 10.2.2 state the action reasonably required of the defaulting party to perform or observe in accordance with this Covenant; and
- 10.2.3 state a reasonable period within which the defaulting party must take action to remedy the default.

**11. DISPUTE RESOLUTION PROCESSES**

11.1 If any dispute arises between the Minister and the Owner in connection with this Covenant, the parties must, without prejudice to any other rights they may have under this Covenant, attempt to resolve the dispute by negotiation or other informal dispute resolution technique agreed between the parties.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

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Insert below  
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Dated  Page  of  Pages

**11.2 Mediation**

- 11.2.1 if the dispute is not capable of resolution by agreement within 14 days of written notice by one party to the other (or such further period as the parties may agree to in writing) either party may refer the dispute to mediation with a mediator agreed between the parties;
- 11.2.2 if the parties do not agree on a mediator, the President of the District Law Society in the region in which the Land is situated is to appoint the mediator.

**11.3 Failure of Mediation**

- 11.3.1 in the event that the dispute is not resolved by mediation within 2 months of the date of referral to mediation the parties agree that the provisions in the Arbitration Act 1996 will apply;
- 11.3.2 notwithstanding anything to the contrary in the Arbitration Act 1996, if the parties do not agree on the person to be appointed as arbitrator, the appointment is to be made by the President of the District Law Society in the region in which the Land is situated;
- 11.3.3 the parties further agree that the results of arbitration are to be binding upon the parties.

**12. JOINT OBLIGATIONS**

- 12.1 The Owner or the Minister may, by mutual agreement, carry out any work or activity or improvements or take any action either jointly or individually to better preserve the Values.

**13. SPECIAL CONDITIONS**

- 13.1 Special conditions relating to this Covenant are set out in Schedule 2.
- 13.2 The standard conditions contained in this Document must be read subject to any special conditions.

Executed as a Deed

Signed by \_\_\_\_\_ acting under a \_\_\_\_\_ )  
 delegation from the Commissioner of Crown Lands \_\_\_\_\_ )  
 deemed pursuant to section 80(5) of the Crown Pastoral \_\_\_\_\_ )  
 Land Act 1998 to be the Owner of the Land for the \_\_\_\_\_ )  
 purposes of section 77 of the Reserves Act 1977 \_\_\_\_\_ )  
 in the presence of : \_\_\_\_\_ )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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Signed by \_\_\_\_\_ exercising his/her )  
powers under section 117 of the Reserves Act 1977 )  
as designated Commissioner and acting for and on )  
behalf of the Minister of Conservation )  
in the presence of : )

Witness: \_\_\_\_\_

Address : \_\_\_\_\_

Occupation: \_\_\_\_\_

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**SCHEDULE 1**

**1. Description of Land**

*Marked in yellow as CC2 on the designations plan.*

**2. Address for Service<sup>1</sup>**

The address for service (including facsimile number) of the Minister is:

C/- PO Box 5244  
DUENDIN

C/-77 Stuart St  
DUNEDIN

Fax: (03) 477 8626

The address for service (including facsimile number) of the Owner is:

Cambrian Hills Ltd  
Loop Rd  
Becks, RD OMAKAU

Fax: (03) 447 3656

**3. Values of Land to be Protected**

The cottage and ruins are considered to have historical and cultural heritage value in view of:

The cottage is a notably original example of a circa 1907 mud brick Central Otago farm cottage and is of architectural and technological significance due to this. It also has historical significance as being the 2<sup>nd</sup> homestead that was built on this site, the first of which remains as the stone cottage ruins.

The ruins located alongside the cottage are the remains of an early homesteading thought to have been built prior to 1870 on what was then known as the Lauder Block. The ruins are an expression of the stacked schist with mud binding wall construction that was typical of the earliest substantial European Central Otago vernacular buildings. The ruins are notable for the quality of their built stonework. Some distance from the cottage ruins and outside the Land are the archaeological remains of what appear to be a stables and yards and associated sheep yards. There are no records available on who the builders or inhabitants of the ruins and original steading were.

The original Lauder Block was broken up into a series of smaller runs in 1882 in response to a shift in political power away from the large run holders to the interests of small farmers. The first leaseholders of the newly created Cambrian Hills Run 226A were Handiside and Roberts. In 1883 the run lease was

<sup>1</sup> State street address not Post Office Box number.

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transferred to Ross and Robert Glendining. In 1907 the run lease was transferred to William McConnochie and William Harold McConnochie who are understood to have built the mud brick cottage at that time.

The ruins are defined as an archaeological site under the provisions of the Historic Places Act 1993.

Collectively, the cottage, the ruins and the yard areas about them (here-in referred to as "the defined areas of land") are culturally and historically significant as an example of the evolution and development of a Central Otago farm steading from its initial establishment circa 1870 through to the early 20<sup>th</sup> century and beyond.

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**SCHEDULE 2**

**Special Conditions**

1. The Owners will seek consent from the Minister if they wish to undertake repairs or stabilisation to the site. Consent will be granted provided the Owners have regard to and, as far as is practical given financial constraints, comply with the ICOMOS\* New Zealand Charter for the Conservation of Places of Cultural and Heritage Value attached as Schedule 4 (\*International Council on Monuments and Sites).
2. The Owner agrees to manage the Values on the basis that they constitute an Archaeological Site under the Historic Places Act 1993 and consequently that the provisions of that Act and in particular section 10 of that Act apply. Section 10 provides:

*"Archaeological sites may not be destroyed, damaged or modified;*

- (1) Except pursuant to an authority granted under Section 14 of this Act, it shall not be lawful for any person to destroy, damage or modify, or cause to be destroyed, damaged or modified the whole or any part of an archaeological site, knowing or having reasonable cause to suspect that it is an archaeological site.*
  - (2) Except as provided in Section 15 or in Section 18 of this Act, it shall not be lawful for any person to carry out any archaeological investigation that may destroy damage or modify any archaeological site.*
3. In the event that the Owners wish to substantially renovate (including any structural alterations) any of the buildings on the Land for any purpose, the Owner will enter into a heritage covenant in similar terms in perpetuity with the New Zealand Historic Places Trust pursuant to section 6 of the Historic Places Act 1993. Upon registration of a New Zealand Historic Places Trust heritage covenant the Minister will discharge this Covenant from the Owner's title.
  4. The Owner agrees to erect and maintain at own expense a stock proof fence about the cottage and ruins;
    - (i) to restrict stock ingress onto, and grazing on the defined area of land to sheep; and
    - (ii) in the advent of stock being on the defined area of land, to erect fences or other effective barriers about the cottage and the ruins so as to ensure no stock damage of any kind can occur to the cottage or ruins.
  5. The Owners recognise and agree, that;

As well as the stone cottage ruins, there may be other pre 1900 sub surface archaeological material on the Land, and that in the event of discovery of such material, works that may disturb that material shall

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cease. The Minister shall be advised of the discovery and consulted before any further modification of the site shall occur. Any further work shall be subject to the outcome of such consultation.

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**SCHEDULE 3**



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**SCHEDULE 4**

**ICOMOS NEW ZEALAND CHARTER FOR THE CONSERVATION OF PLACES OF CULTURAL HERITAGE VALUE**

Conservation projects should include the following:

- (i) definition of the cultural heritage value of the place, which requires prior researching of any documentary and oral history, a detailed examination of the place, and the recording of its physical condition;
- (ii) community consultation, continuing throughout a project as appropriate;
- (iii) preparation of a plan which meets the conservation principles of this charter;
- (iv) the implementation of any planned work; and
- (v) the documentation of any research, recording and conservation work, as it proceeds.

**GENERAL PRINCIPLES**

**4. CONSERVATION METHOD**

Conservation should:

- (i) make use of all relevant conservation values, knowledge, disciplines, arts and crafts;
- (ii) show the greatest respect for, and involve the least possible loss of, material of cultural heritage value;
- (iii) involve the least degree of intervention consistent with long term care and the principles of this charter;
- (iv) take into account the needs, abilities and resources of the particular communities; and
- (v) be fully documented and recorded.

**5. RESPECT FOR EXISTING EVIDENCE**

The evidence of time and the contributions of all periods should be respected in conservation. The material of a particular period may be obscured or removed if assessment shows that this would not diminish the cultural heritage value of the place. In these circumstances such material should be documented before it is obscured or removed.

**6. SETTING**

The historical setting of a place should be conserved with the place itself. If the historical setting no longer exists, construction of a setting based on physical and documentary evidence should be the aim. The extent of the appropriate setting may be

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affected by constraints other than heritage value.

### **7. RISK MITIGATION**

All places of cultural heritage value should be assessed as to their potential risk from any natural process or event. Where a significant risk is determined, appropriate action to minimise the risk should be undertaken. Where appropriate, a risk mitigation plan should be prepared.

### **8. RELOCATION**

The site of an historic structure is usually an integral part of its cultural heritage value. Relocation, however, can be a legitimate part of the conservation process where assessment shows that: (i) the site is not of associated value (an exceptional circumstance); or

(ii) relocation is the only means of saving the structure; or

(iii) relocation provides continuity of cultural heritage value. A new site should provide a setting compatible with cultural heritage value.

### **9. INVASIVE INVESTIGATION**

Invasive investigation of a place can provide knowledge that is not likely to be gained from any other source. Archaeological or structural investigation can be justified where such evidence is about to be lost, or where knowledge may be significantly extended, or where it is necessary to establish the existence of material of cultural heritage value, or where it is necessary for conservation work. The examination should be carried out according to accepted scientific standards. Such investigation should leave the maximum amount of material undisturbed for study by future generations.

### **10. CONTENTS**

Where the contents of a place contribute to its cultural heritage value, they should be regarded as an integral part of the place and be conserved with it.

### **11. WORKS OF ART AND SPECIAL FABRIC**

Carving, painting, weaving, stained glass and other arts associated with a place should be considered integral with a place. Where it is necessary to carry out maintenance and repair of any such material, specialist conservation advice appropriate to the material should be sought.

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## 12. RECORDS

Records of the research and conservation of places of cultural heritage value should be placed in an appropriate archive and made available to all affected people. Some knowledge of places of indigenous heritage value is not a matter of public record, but is entrusted to guardians within the indigenous community.

## CONSERVATION PROCESSES

### 13. DEGREES OF INTERVENTION

Conservation may involve, in increasing extent of intervention: non-intervention, maintenance, stabilisation, repair, restoration, reconstruction or adaptation. Where appropriate, conservation processes may be applied to parts or components of a structure or site. Re-creation, meaning the conjectural reconstruction of a place, and replication, meaning to make a copy of an existing place, are outside the scope of this charter.

### 14. NON-INTERVENTION

In some circumstances, assessment may show that any intervention is undesirable. In particular, undisturbed constancy of spiritual association may be more important than the physical aspects of some places of indigenous heritage value.

### 15. MAINTENANCE

A place of cultural heritage value should be maintained regularly and according to a plan, except in circumstances where it is appropriate for places to remain without intervention.

### 16. STABILISATION

Places of cultural heritage value should be protected from processes of decay, except where decay is appropriate to their value. Although deterioration cannot be totally prevented, it should be slowed by providing stabilisation or support.

### 17. REPAIR

Repair of material or of a site should be with original or similar materials. Repair of a technically higher standard than the original workmanship or materials may be justified where the life expectancy of the site or material is increased, the new material is compatible with the old and the cultural heritage value is not diminished. New material should be identifiable.

### 18. RESTORATION

Restoration should be based on respect for existing material and on the logical interpretation of all available evidence, so that the place is consistent with its earlier form and meaning. It should only be carried out if the cultural heritage value of the place is recovered or revealed

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by the process. The restoration process typically involves reassembly and reinstatement and may involve the removal of accretions.

### 19. RECONSTRUCTION

Reconstruction is distinguished from restoration by the introduction of additional materials where loss has occurred. Reconstruction may be appropriate if it is essential to the function or understanding of a place, if sufficient physical and documentary evidence exists to minimise conjecture, and if surviving heritage values are preserved.

Reconstruction should not normally constitute the majority of a place. Generalised representations of typical features or structures should be avoided.

### 20. ADAPTATION

The conservation of a place of cultural heritage value is usually facilitated by it serving a socially, culturally or economically useful purpose. In some cases, alterations and additions may be acceptable where they are essential to continued use, or where they are culturally desirable, or where the conservation of the place cannot otherwise be achieved. Any change, however, should be the minimum necessary and should not detract from the cultural heritage value of the place. Any additions and alterations should be compatible with original fabric but should be sufficiently distinct that they can be read as new work.

### 21. INTERPRETATION

Interpretation of a place may be appropriate if enhancement of public understanding is required. Relevant protocol should be complied with. Any interpretation should not compromise the values, appearance, structure or materials of a place, or intrude upon the experience of the place.

### 22. DEFINITIONS

For the purposes of this charter:

*adaptation* means modifying a place to suit it to a compatible use, involving the least possible loss of cultural heritage value

*conservation* means the processes of caring for a place so as to safeguard its cultural heritage value

*cultural heritage value* means possessing historical, archaeological, architectural, technological, aesthetic, scientific, spiritual, social, traditional or other special cultural significance, associated with human activity

*maintenance* means the protective care of a place

*material* means physical matter which is the product of human activity or has been modified by human activity

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*place* means any land, including land covered by water, and the airspace forming the spatial context to such land, including any landscape, traditional site or sacred place, and anything fixed to the land including any archaeological site, garden, building or structure, and any body of water, whether fresh or seawater, that forms part of the historical and cultural heritage of New Zealand

*preservation* means maintaining a place with as little change as possible

*reassembly* (anastylosis) means putting existing but dismembered parts back together

*reconstruction* means to build again in the original form using old or new material

*reinstatement* means putting components of earlier material back in position

*repair* means making good decayed or damaged material

*restoration* means returning a place as nearly as possible to a known earlier state by reassembly, reinstatement and/or the removal of extraneous additions

*stabilisation* means the arrest of the processes of decay

*structure* means any building, equipment, device or other facility made by people and which is fixed to the land

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GRANT of

Correct for the purposes of the  
Land Transfer Act 1952

Solicitor for the Minister

CONSERVATION COVENANT UNDER  
SECTION 77 OF THE  
RESERVES ACT 1977 FOR  
CROWN PASTORAL LAND ACT 1998 PURPOSES

COMMISSIONER OF CROWN  
LANDS

to

MINISTER OF CONSERVATION

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**Solicitor**  
**Department of Conservation**  
**DUNEDIN**

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**Appendix 7: Form of Easement to be created over the area shown coloured as a dashed orange line and labelled "a-b-c-d-d1-e", "b", "a-b-f-d-d1-e" and "d1-g-h" on the Plan**

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**TRANSFER GRANT OF  
EASEMENT IN GROSS**

1. Public Access
2. Car Parking
3. Access for Management Purposes

**Land Transfer Act 1952**

**This page does not form part of the Transfer.**

RELEASED UNDER THE OFFICIAL INFORMATION ACT  
TRANSFER

*Land Transfer Act 1952*

If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Otago

Certificate of Title No. All or Part? Area and legal description – *Insert only when part or Stratum, CT*

--	--	--

Transferor Surnames must be underlined

**COMMISSIONER OF CROWN LANDS, acting pursuant to section 80 of the Crown Pastoral Land Act 1998**

Transferee Surnames must be underlined

**HER MAJESTY THE QUEEN**, acting by and through the Minister of Conservation

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No. ....; Right of way etc.*

Public Access and Management Purposes Easement in Gross under section 7(2) of the Conservation Act 1987 (continued on pages 2, 3 and 4 of Annexure Schedule).

The various considerations set out in a substantive proposal accepted under the Crown Pastoral Land Act 1998 on the \_\_\_\_\_ day of \_\_\_\_\_

**Operative Clause**

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEE all the transferor's estate and interest in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

**Attestation**

Signed by acting under written delegation from the Commissioner of Crown Lands	Signed in my presence by the Transferor Signature of Witness _____ (continued on page 4 of Annexure Schedule)
	<b><i>Witness to complete in BLOCK letters</i></b> (unless typewritten or legibly stamped) Witness name Occupation Address
Signature, or common seal of Transferor	

Certified correct for the purposes of the Land Transfer Act 1952  
**Certified that Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952 does**

\_\_\_\_\_

Approved by Register-General of Land under No. 1995/5003

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**Definitions**

1. In this transfer unless the context otherwise requires:
  - 1.1 “Easement Area” means that part of the Servient Land being 10 metres wide which is marked *[shown as a-b-c-d-d<sup>1</sup>, d<sup>1</sup>-e, d<sup>1</sup>-g-h & b-f-d on the Designations Plan]* “[ ]” on S.O. Plan No [ ].
  - 1.2 “Parking Area” means that part of the Servient Land which is marked *[“b” on the Designations Plan]* “[ ]” on S.O. Plan No [ ].
  - 1.3 “Management Purposes” means:
    - the protection of a significant inherent value of the land managed by the Transferee (not being a member of the public), in the vicinity of the easement area.
    - The management of the land administered by the Transferee (not being a member of the public) in a way that is-ecologically sustainable.
  - 1.4 “Servient Land” means the land owned by the Transferor and described on page 1.
  - 1.5 “Transferee” means Her Majesty the Queen acting by and through the Minister of Conservation and, for purposes of clause 2.1, includes the Transferee’s tenants, agents, contractors, and licensees; and any employee or contractor of the Director-General of Conservation; and any member of the public; but for the purposes of clause 2.2 means the Transferee’s tenants, agents, contractors, and invitees; and any employee or contractor of the Director-General of Conservation only.
  - 1.6 “Transferor” means the owner of the Servient Land described on page 1 and includes the Transferor’s tenants and invitees.

**Standard Easement Terms**

Access

2. The Transferee has the right:

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- 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area on foot, on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 To pass and re-pass at any time over and along the Easement on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, or with or without guns and dogs, for Management Purposes.
3. The Transferor must keep the Easement Area clear at all times of obstructions whether caused by parked vehicles, deposit of materials or unreasonable impediment to the use and enjoyment of the Easement Area, where such event or outcome is caused by or under the control of the Transferor.
4. The Transferee must take all reasonable care to avoid damage to the soil and vegetation of the Easement Area and, in particular, avoid using the Easement Area when conditions such as softening during frost thaw render the Easement Area vulnerable to damage.

### Exclusion of Schedules

5. The rights and powers contained in Schedule 4 of the Land Transfer Regulations 2002 and the Ninth Schedule of the Property Law Act 1952 are expressly negated.

### Term

6. The easement created by this transfer is to be in perpetuity.

### Temporary Suspension

7. The Transferee (not being a member of the Public) may, at any time in exercise of her/his powers, temporarily close all or part of the Easement Area for such period as she/he considers necessary.

### Dispute Resolution

- 8.1 If a dispute arises between the Transferor and Transferee (not being a member of the Public) concerning the rights, management and operation created by this transfer the parties are to enter into negotiations in good faith to resolve it.
- 8.2 If the dispute is not resolved within 14 days of written notice by one party to the other it is to be referred to mediation.
- 8.3 If the dispute is not resolved within 21 days or such other period as agreed to in writing between the parties after the appointment of the mediator, the parties must submit to the arbitration of an independent arbitrator appointed jointly by the parties or, if one cannot be agreed within 14 days, to an independent arbitrator appointed by the President for the time being of the District Law Society in which the Servient Land is situated.
- 8.4 The arbitration is to be determined in accordance with the Arbitration Act 1996 and its amendments or any enactment passed in substitution.

### Notice

- 9.1 A notice to be given under this transfer by one party to the other is to be in writing and must:
  - (a) be hand delivered to the receiving party; or
  - (b) be sent by ordinary post to the receiving party;
  - (c) be sent by facsimile to the receiving party.



- 9.2 If clause 9.1(b) applies the notice will be deemed to be received by the receiving party on such date on which the ordinary post would be delivered.
- 9.3 If clause 9.1(c) applies the notice will be deemed to have been received on the day on which it is dispatched or, if dispatched after 5.00pm, on the next day after the date of dispatch.

**Special Easement Terms**

- 10 The standard easement terms contained above must be read subject to any special easement terms set out below.
- 11 The Transferee (not being a member of the public) has the right:
- 11.1 To construct and maintain a track on that part of the Easement Area marked [*a-b-c-d on the Designations Plan*] and mark all parts of the Easement Area as appropriate.
- 11.2 To erect and maintain stiles.
- 11.3 To erect and maintain signs informing the public:
- (a) of the location of land managed by the Crown and available for public access and recreation; and
- (b) of their rights and responsibilities in relation to the Easement Area.
- 11.4 To use whatever reasonable means of access she thinks fit over the Easement Area to carry out the works in clause 11.1 to 11.3.
- 12 In relation to that part of the Easement Area available for public access the Transferee (being a member of the public) may pass and re-pass over and along that part of the Easement Area with guns and dogs provided that:
- (a) the Transferee holds a Department of Conservation hunting permit for the adjoining Conservation Area; and
- (b) in relation to dogs only, the hunting permit allows the Transferee to take dogs on to the Conservation Area.
- 13 Clause 2 is deleted and replaced with the following: The Transferee has the right:
- 2.1 In common with the Transferor to pass and re-pass at any time over and along the Easement Area labelled [*a-b on the Designations Plan*] on foot, or on or accompanied by horses, or by non-motorised vehicle powered by a person or persons, and by motor vehicle. The Transferee has the right in common with the Transferor to pass and re-pass at any time over and along the Easement Area labelled [*b-c-d-d<sup>1</sup>-e on the Designations Plan*] on foot, or on or accompanied by horses, or by non-motorised vehicle powered by a person or persons.
- 2.2 To pass and re-pass at any time over and along the Easement Area labelled [*a-b-f-d-d<sup>1</sup>-e & d<sup>1</sup>-g-h on the Designations Plan*] on foot, or on or accompanied by horses, or by motor vehicle, with or without machinery and implements of any kind, for Management Purposes.
- 14 The Transferee has the right in common with the Transferor to pass and repass over and along the Parking Area [*b on the Designations Plan*] on foot and with motor vehicles or non-motorised vehicle powered by a person or persons at any time and to stop leave and park any such motor vehicle or non-motorised vehicle powered by a person or persons on the Parking Area .

DOCDM-325334 (exChero-78678.) Cambrian Hills Mgmt, Public, Parking Easement. 24 July 2008.

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**Continuation of "Attestation"**

Signed for and on behalf of )  
Her Majesty the Queen by )  
  
under a written delegation in the )  
presence of: )

\_\_\_\_\_  
Witness (Signature)

Name \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

*Footnote: In substitution of the SO Plan (which has yet to be prepared), the proposed easement described in clause 1 is marked on the Plan.*

Approved by Registrar-General  
of Land under No. 1995/1004

## TRANSFER GRANT OF EASEMENT IN GROSS

1. Public Access
2. Management Purposes

**Land Transfer Act 1952**

Law Firm Acting
Conservancy Solicitor Department of Conservation Dunedin

Auckland District Law Society  
REF:4135

**Execution Section**

---

This Proposal (including the schedules and appendices) is signed by the Commissioner and the Holder as a binding agreement.

**SIGNED** by the **Commissioner of Crown Lands** pursuant to the Crown Pastoral Land Act 1998 in the presence of:

---

---

Witness

---

Occupation

---

Address

**SIGNED** for and on behalf of Cambrian Hills Limited by its director Peter John Stewart Shaw in the presence of:

---

---

Witness

---

Occupation

---

Address